EMERGENCY EQUIPMENT RENTAL AGREEMENT

Department of Natural Resources & Conservation Attribut Williams Direct Political	1. ORDERING OFFICE (name and ac	idress)				MUST APPE		PAPERS RELATING
DIRC: DNR: 0832-09-05 FS: AG-043-2-08-306 BLM: ESE 088663 SEPECTIVE DATES D. coding: 5/31/09	Department of National Recovering & Companyation			TO THIS AGREEMENT 2. AGREEMENT NUMBERS:				
PO Box 201601 Helena MT 99620-1601	, ·			·				
3. EFFECTIVE DATES b. ending 5/31/09								
A. Degranting 6/1/08 D. ending 5/31/09				BLM: ESE 080629				
Country Comfort Portable Toilets 3620 Valley Dr. East Miles City MT 59301								31/09
3620 Valley Dr. East Miles City MT 59301								
Miles City MT 59301 6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY X CONTRACTOR GOVERNMENT 7. OPERATOR FURNISHED BY X CONTRACTOR GOVERNMENT 8. TYPE OF CONTRACTOR (x appropriate boxes) SMALL BUSINESS LARGE BUSINESS SMALL DISADVANTAGED OWNED OPERATORS 9. ITEM DESCRIPTION 10. NUMBER OPERATORS 11. WORK OR DATE IS BASED ON ALL OPERATING SUPPLIES BEING GOVERNMENT 10. NUMBER OPERATORS 11. WORK OR DATE FURNISHED BY X CONTRACTOR GOVERNMENT 11. WORK OR DAILY 12. SPECIAL 12. SPECIAL 13. GUARANTEE (8 or more hours) 14. S62.84 Day (1 to 7 days) 15. S62.84 Day (8 to 30 days) 16. THE WORK OR THE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY X CONTRACTOR 10. AUGUST 11. WORK OR DAILY 12. SPECIAL 13. GUARANTEE (8 or more hours) 14. S62.84 Day (8 to 30 days) 15. S62.84 Day (1 to 7 days) 16. S62.84 Day (1 to 7 days) 17. Day (8 to 30 days) 18. S62.84 Day (1 to 7 days) 19. S62.84 Day (1 to 7 days) 10. S60.00 Day (8 to 30 days) 10. S60.00 Day (•	oilets			Location	n at time	of hire.	
FURNISHED BY X CONTRACTOR GOVERNMENT	3620 Valley Dr. East							
2. telephone number (day)	Miles City MT 59301			FURNISHED BY				
A06-234-1570		· · · · · · · · · · · · · · · · · · ·						
A06-234-1570	c. telephone number (day)	d. telephone number	(night)	7. OPERATOR FURNISHED BY			•	
SMALL BUSINESS LARGE BUSINESS SMALL DISADVANTAGED OWNED WOMEN OWNED Uverprayous sabled verteran Hub Zone LOCAL GOVTYFED- EMPLOYEE	406-234-1570	406-853-0365		<u>X</u>	CONTRACTO	R G	OVERNMENT	•
SMALL BUSINESS LARGE BUSINESS SMALL DISADVANTAGED OWNED WOMEN OWNED Uverprayous sabled verteran Hub Zone LOCAL GOVTYFED- EMPLOYEE								
9. ITEM DESCRIPTION 10. NUMBER OF OPERATORS 11. WORK OR DAILY 12. SPECIAL 13. GUARANTEE (8 or more hours) 14. S62.84 15. Day (1 to 7 days) 15. Day (8 to 30 days) 16. NIMBER OF OPERATORS 17. S62.84 18. Day (8 to 30 days) 19. Day (31 + days) 19. Day (31 + days) 10. NUMBER OF OPERATORS 10. NIMBER OF OPERATORS 10. Day (8 to 30 days) 10. NIMBER OF OPERATORS 10. Day (8 to 30 days) 10. Day (31 + days) 11. WORK OR DAILY 12. SPECIAL 13. GUARANTEE (8 or more hours) 14. N/A N/A N/A N/A N/A N/A N/A N/A	8. TYPE OF CONTRACTOR (X apj	propriate boxes)						
10. NUMBER 10.	SMALL BUSINESS LARGE BUSINESS	SMALL DISADVANTAG	ED OWNED WOME	OWNED DVETE	RAN/DISABLED VETE	RAN HUB ZONE	LOCAL GOV"T	?FED> EMPLOYEE
Portable Toilet Rental (includes rental, one (1) daily service call and mileage within 50 miles of vendor base 1			·	11. WORK OR DAILY		12. SPECIAL		T. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.
Portable Toilet Rental (includes rental, one (1) daily service call and mileage within 50 miles of vendor base 1	9. HEM DESCRIPTION							
S62.84 Day (1 to 7 days) S62.84 Day (8 to 30 days) N/A			OPERATORS	a, rate	b. unit	a. rate	b. unit	
Portable Toilet Rental (includes rental, one (1) daily service call and mileage within 50 miles of vendor base 1				\$62.84	Day (14-	<u> </u>	<u> </u>	· · ·
Portable Toilet Rental (includes rental, one (1) daily service call and mileage within 50 miles of vendor base Solution Solutio				002.04				
1 30 days N/A N/			1		,,,			
daily service call and mileage within 50 miles of vendor base Solution S				\$62.84	Day (8 to			·
S62.84 Day (31 + days)						N/A	N/A	N/A
Hand Wash Station – 2 sinks 1 S50.00 Day (1 to 7 days) S50.00 Day (8 to 30 days) Service calls/Delivery/Pickup: 10 units or less to a location. Toilets & Sinks S2.00 mi. (See 14.d.) N/A N/A Additional Service Calls (per unit, If ordered) S25.00 Toilets S30.00 Ea. N/A N/A N/A	vendor base							
Bay (1 to 7 days)				\$62.84	Day (31 +			•
Hand Wash Station – 2 sinks 1 \$50.00 Day (8 to 30 days) \$50.00 Day (31 + days) Service calls/Delivery/Pickup: 10 units or less to a location. Toilets & Sinks \$2.00 mi. (See 14.d.) \$25.00 Toilets Sinks \$25.00 Toilets Sinks					days)			
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Additional Service Calls (per unit, If ordered) Toilets \$30.00 Ea. N/A N/A N/A				\$25.00		<u> </u>		·
\$30.00 Ea. N/A N/A N/A	 Additional Service Calls (ner ur			_	,			
Sinks		,			Ea.	IN/A	N/A	N/A
				Sinks				

Remote Travel Hourly Rate-Primitive Roads – See Division A 2.2 of IFB 075360.	\$100.00	Hr.	N/A	N/A	N/A
Mileage over 50 mile radius (50 miles one way or 100 miles round trip). If a vendor is claiming mileage over the 50 radius, the vendor must submit documentation from one of the online route/direction web sites. Toilets & Sinks	\$2.00	Mi.	N/A	N/A	N/A
Reset Fee within camp area. Toilets & Sinks	\$20.00	Ea.	N/A	Mi. (See 14.e.)	N/A
Delivery/Relocation Fee (Toilets & Sinks)	\$20.00	Ea.	N/A	N/A	N/A

14. SPECIAL PROVISIONS

- (a.) The Provisions of IFB 085290 CSW and General Clauses along with replacement clauses are attached and incorporated herein. See attached DNRC General Provisions, Federal Acquisition Regulations (FAR) clauses, NRCG Supplemental Terms and Conditions to the General Clauses of the EERA, OF-294, and the Register of Wage Determination Under the Service Contract Act.
- b. For service calls, mileage shall be calculated from the contractor's base or lodging point to the toilet location and return to one of the above via dump station. Service includes cleaning, sanitizing, pumping and refilling of supplies and liquids.
- c. Contractor is responsible for proper removal and disposal of wastewater. Contractor is responsible for all permits. Disposal fees to the nearest dump site, if applicable, will be reimbursed by the government. Receipts are necessary for payments.
- d. On <u>day of delivery</u> a service charge will be made only if another service call plus mileage to the site is required that same day. Mileage to be paid for delivery of 10 units or less to a location. There will be no pickup charge except for service and mileage the <u>last day</u>.
- e Reset fee: No mileage paid within the camp area. Mileage only will be charged for each trailer load if units are to be moved outside of the camp location. One day notification is required so contractor can bring required trailer for moving units.
- f. A delivery fee per unit shall be paid on the first day regardless of mileage.
- g. Re-location fees shall be paid for re-locating units within the boundaries of the incident. Relocation fees shall be comprised of the reset fee plus mileage (or remote hourly rate) over one mile from the ICB location.
- h, Equipment furnished under the agreement is not subject to pro-rating on the 1st or last day.
- i. This EERA is void if not presented with a valid Incident Specific Resource Order or Number.
- j. BILLING Each Host Agency is responsible for their incident payments.

Payment office will be designated in Block 9 on the Emergency Equipment - Use Invoice, Form OF-286.

Federal agency fire payments will be processed and paid by one of the national fire payment centers.

The States of Montana, North Dakota, and Idaho will process payments for their fires.

- k. The government will not pay mileage for the first 50 miles one way (100 miles round trip) for delivery or service calls. The extra mileage payment is for a maximum of one trip per day (exclusive of extra service calls ordered by the incident) and is to be computed from the vendor's base or lodging point to the incident(s) and back to their base or lodging point via a dump station.
- 1. Greywater disposal and re-filling sink units with potable water will be the governments responsibility.
 - ** For the purpose of this EERA, an operational period is 24 hours. (0001-2400)

Due to the immediate needs dictated by wildland fire fighting activities, the normal procedures to document contractor deviations cannot be followed. If the contractor services/equipment fails to meet or exceed requirements, the contracting agency may take whatever steps are necessary to obtain services/equipment which meets their needs

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15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE	15. a. PRINT NAME AND TITLE	15. b. DATE	
Wille	Horkistick Robert owen	of ful of	
16. DNRC CONTRACTING OFFICER'S SIGNATURE	16. a. PRINT NAME AND TITLE	16. b. DATE	
My N. hi	Jeffry W. Williams, Purch Agt.	5/22/08	
17 FEDERAL CONTRACTING OFFICER'S SIGNATURE	17. a. PRINT NAME AND TITLE	17. b. DATE	
Menle	Deborat Wesselis Co	6/12/08	